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6 ATTORNEYS FOR DEFENDANTS
AMERICAN AIRLINES, INC.

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8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

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11 MARIANO ORLANDO,
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13 Plaintiff,
14 vs.
15 AMERICAN AIRLINES, INC.,
16 Defendant.

Case No. 17-cv-05943-YGR

**STIPULATED PROTECTIVE
ORDER**

Complaint Filed: 10/18/2017

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20 1. PURPOSES AND LIMITATIONS

21 Disclosure and discovery activity in this action involves production of confidential,
22 proprietary, or private information, specifically American Airline's Insurance Policy, for which
23 special protection from public disclosure and from use for any purpose other than prosecuting this
24 litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to
25 enter the following Stipulated Protective Order solely for American Airlines, Inc.'s Insurance
26 Policy. The parties acknowledge that this Order does not confer blanket protections on all
27 disclosures or responses to discovery and that the protection it affords from public disclosure and
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1 use extends only to the limited information or items that are entitled to confidential treatment under
2 the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
3 that this Stipulated Protective Order does not entitle them to file confidential information under
4 seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that
5 will be applied when a party seeks permission from the court to file material under seal.

6 2. DEFINITIONS

7 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
8 information or items under this Order.

9 2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it is
10 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
11 Civil Procedure 26(c).

12 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well
13 as their support staff).

14 2.4 Designating Party: a Party or Non-Party that designates information or items that it
15 produces in disclosures or in responses to discovery as "CONFIDENTIAL."

16 2.5 Disclosure or Discovery Material: all items or information, regardless of the
17 medium or manner in which it is generated, stored, or maintained (including, among other things,
18 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
19 responses to discovery in this matter.

20 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
21 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
22 consultant in this action.

23 2.7 House Counsel: attorneys who are employees of a party to this action. House
24 Counsel does not include Outside Counsel of Record or any other outside counsel.

25 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
26 entity not named as a Party to this action.

27 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this
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1 action but are retained to represent or advise a party to this action and have appeared in this action
2 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

3 2.10 Party: any party to this action, including all of its officers, directors, employees,
4 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

5 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
6 Material in this action.

7 2.12 Professional Vendors: persons or entities that provide litigation support services
8 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
9 storing, or retrieving data in any form or medium) and their employees and subcontractors.

10 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
11 "CONFIDENTIAL."

12 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
13 Producing Party.

14 3. SCOPE

15 The protections conferred by this Stipulation and Order covers only Defendant American
16 Airlines, Inc.'s Insurance Policy.

17 4. DURATION

18 Even after final disposition of this litigation, the confidentiality obligations imposed by this
19 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
20 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
21 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion
22 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the
23 time limits for filing any motions or applications for extension of time pursuant to applicable law.

24 5. ACCESS TO AND USE OF PROTECTED MATERIAL

25 5.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
26 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
27 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
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1 the categories of persons and under the conditions described in this Order. When the litigation has
2 been terminated, a Receiving Party must comply with the provisions of section 9 below (FINAL
3 DISPOSITION).

4 Protected Material must be stored and maintained by a Receiving Party at a location and in a
5 secure manner that ensures that access is limited to the persons authorized under this Order.

6 5.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered
7 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
8 information or item designated "CONFIDENTIAL" only to:

9 (a) the Receiving Party's Outside Counsel of Record in this action, as well as employees
10 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information
11 for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" that is
12 attached hereto as Exhibit A;

13 (b) the officers, directors, and employees (including House Counsel) of the Receiving
14 Party to whom disclosure is reasonably necessary for this litigation and who have signed the
15 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

16 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
17 reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement
18 to Be Bound" (Exhibit A);

19 (d) the court and its personnel;

20 (e) court reporters and their staff, professional jury or trial consultants, mock jurors, and
21 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
22 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

23 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
24 necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A),
25 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed
26 deposition testimony or exhibits to depositions that reveal Protected Material must be separately
27 bound by the court reporter and may not be disclosed to anyone except as permitted under this

1 Stipulated Protective Order.

2 (g) the author or recipient of a document containing the information or a custodian or
3 other person who otherwise possessed or knew the information.

4 6. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
6 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
7 the Receiving Party must immediately (a) notify in writing the Designating Party of the
8 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected
9 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the
10 terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and
11 Agreement to Be Bound" that is attached hereto as Exhibit A.

12 7. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
13 MATERIAL

14 When a Producing Party gives notice to Receiving Parties that certain inadvertently
15 produced material is subject to a claim of privilege or other protection, the obligations of the
16 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision
17 is not intended to modify whatever procedure may be established in an e-discovery order that
18 provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d)
19 and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or
20 information covered by the attorney-client privilege or work product protection, the parties may
21 incorporate their agreement in the stipulated protective order submitted to the court.

22 8. MISCELLANEOUS

23 8.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
24 seek its modification by the court in the future.

25 8.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
26 no Party waives any right it otherwise would have to object to disclosing or producing any
27 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
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1 Party waives any right to object on any ground to use in evidence of any of the material covered by
2 this Protective Order.

3 8.3 Filing Protected Material. Without written permission from the Designating Party or
4 a court order secured after appropriate notice to all interested persons, a Party may not file in the
5 public record in this action any Protected Material. A Party that seeks to file under seal any
6 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
7 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at
8 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing
9 that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled
10 to protection under the law. If a Receiving Party's request to file Protected Material under seal
11 pursuant to Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the
12 information in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by
13 the court.

14 9. FINAL DISPOSITION

15 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
16 Receiving Party must return all Protected Material to the Producing Party or destroy such material.
17 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
18 summaries, and any other format reproducing or capturing any of the Protected Material. Whether
19 the Protected Material is returned or destroyed, the Receiving Party must submit a written
20 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)
21 by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material
22 that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,
23 abstracts, compilations, summaries or any other format reproducing or capturing any of the
24 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy
25 of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
26 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant
27 and expert work product, even if such materials contain Protected Material. Any such archival
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1 copies that contain or constitute Protected Material remain subject to this Protective Order as set
2 forth in Section 4 (DURATION).

3 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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5 DATED: 4-20-18


Attorneys for Plaintiff

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8 DATED: 4-24-18


Attorneys for Defendant

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11 PURSUANT TO STIPULATION, IT IS SO ORDERED.

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13 DATED: April 30, 2018


United States District ~~Magistrate~~ Judge

EXHIBIT A

1
2 EXHIBIT A

3 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

4 I, _____ [print or type full name], of _____ [print or
5 type full address], declare under penalty of perjury that I have read in its entirety and understand the
6 Stipulated Protective Order that was issued by the United States District Court for the Northern
7 District of California on [date] in the case of **MARIANO ORLANDO v. AMERICAN**
8 **AIRLINES, INC., Case No.4:17-cv-05943-DMR.** I agree to comply with and to be bound by all
9 the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so
10 comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise
11 that I will not disclose in any manner any information or item that is subject to this Stipulated
12 Protective Order to any person or entity except in strict compliance with the provisions of this
13 Order.

14 I further agree to submit to the jurisdiction of the United States District Court for the Northern
15 District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even
16 if such enforcement proceedings occur after termination of this action.

17 I hereby appoint _____ [print or type full name] of
18 _____ [print or type full address and telephone number]
19 as my California agent for service of process in connection with this action or any proceedings
20 related to enforcement of this Stipulated Protective Order.

21 Date: _____

22 City and State where sworn and signed: _____

24 Printed name: _____

26 Signature: _____

1 RE: CASE NO. 17-cv-05943-YGR
2 Mariano Orlando v. American Airlines Inc.

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4 **CERTIFICATE OF SERVICE**

5 I hereby certify that on April 25, 2018, a copy of the following document was
6 filed with the court via electronic filing:

7 **STIPULATED PROTECTIVE ORDER**

8 Notice of this filing will be sent to the following parties by operation of the
9 Court's electronic filing system. Parties may access this filing through the Court's
10 System:

11
12 Roger D. Drake, Esq.
13 Erika Bailey Drake, Esq.
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15 23679 Calabasas Road, Suite 403
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18 edrake@drakeanddrake.com

19 Dated: April 25, 2018

LEADER & BERKON

20 By: s/ Arthur I. Willner

21 Arthur I. Willner
22 Attorneys for Defendant
23 AMERICAN AIRLINES, INC.
24 Email: awillner@leaderberkon.com